
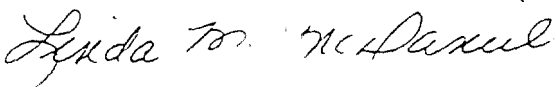


BELLSOUTH INTERACTIVE MEDIA
SERVICES, INC.

By 
Name: Thompson T. Rawls II
Title: Vice President & General Counsel

(Seal)

Attest: 

Notary Public, Gwinnett County, GA
My Commission Expires March 21, 1999

and effect, and construed in accordance with, the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that State.

11.14 Survival. All representations and warranties contained in this Agreement shall survive the term of the Agreement.

11.15 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States ("Federal Court") located in Georgia or in a court of the State of Georgia of appropriate jurisdiction. To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in a Georgia court, service of process may be made on the Company either in person, wherever such Company may be found, or by registered mail addressed to the Company at its office designated for receipt of notices by the terms of this Agreement, or to such other address as the Company may provide to the Franchising Authority in writing.

11.16 Modification. Except as otherwise provided in this Agreement, any Appendix to this Agreement, or applicable law, no provision of this Agreement nor any Appendix to this Agreement, shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

This 16th day of April 1996.

CITY OF CHAMBLEE

By

Name: JOHNSON W. BROWN

Title: MAYOR

(Seal)

Attest:

Becky Craven

BELLSOUTH INTERACTIVE MEDIA
SERVICES, INC.

Thompson T. Rawls II

By

Name: Thompson T. Rawls II

Title: Vice President & General Counsel

(Seal)

Attest: *Linda M. McDaniel*

Notary Public, Gwinnett County, GA
My Commission Expires March 21, 1999

APPENDIX A

DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

"Abandonment" means: (i) the cessation, by act or failure to act of the Company of the provision of all, or substantially all, of the Services then being provided over the System to Subscribers or the Franchising Authority for twenty-four (24) or more consecutive hours, except if due to an event beyond the control of the Company; or (ii) the completion of any action described in Section 8.1 or 8.2 of the Agreement without the prior written consent of the Franchising Authority.

"Affiliated Person" means each Person who falls into one or more of the following categories: (i) each Person having, directly or indirectly, a Controlling Interest in the Company; (ii) each Person in which the Company has, directly or indirectly, a Controlling Interest; (iii) each officer, director, general partner, limited partner holding an interest of twenty-five percent (25%) or more of the Company; and (iv) each Person, directly or indirectly, controlling, controlled by, or under common Control with, the Company; provided that "Affiliated Person" shall in no event mean the Franchising Authority, the entity, if any, administering some or all of the Access Channels, any limited partner holding an interest of less than twenty-five percent (25%) of the Company, or any creditor of the Company solely by virtue of its status as a creditor and which is not otherwise an Affiliated Person by reason of owning a Controlling Interest in, being owned by, or being under common ownership, common management, or common Control with, the Company.

"Agreement" means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

"Basic Service" means any service tier which includes the retransmission of local television broadcast signals and any equipment or installation used in connection with Basic Service.

"Cable Act" means the Cable Communications Policy Act of 1984, 47 U.S.C. §§ 521-611 (1991) and any amendments thereto and the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992), codified at 47 U.S.C. §§ 151-611 (1993) and any amendments thereto, both of which, among other things, are amendments to the Communications Act of 1934, 47 U.S.C. §§ 151-611 (1991).

"Communications System" means any facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, a function of which is to provide Cable Services by receiving through any means, including, without limitation, coaxial cable, optical fiber, antenna, or satellite or microwave transmission, and distributing video, audio, voice, or data Signals, whether originating within the Franchise Area or elsewhere. The foregoing definition of "Communications System" shall not be deemed to circumscribe the valid authority of any governmental body, including the Franchising Authority, to regulate the activities of any other communications system or provider of communications services.

"Cable Service" means: (i) the one-way transmission to Subscribers of video programming or other programming service and (ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Channel" means a band of frequencies in the electromagnetic spectrum, or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a video Signal, an audio Signal, a voice Signal, or a data Signal.

"Company" means BellSouth Interactive Media Services, Inc., a corporation duly organized and validly existing under the laws of the State of Georgia, whose principal place of business is located at 1100 Abernathy Road, Suite 414, Atlanta, Georgia 30328.

"Control" or "Controlling Interest" means actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments, or negative control as the case may be, of the System, the Franchise or the Company.

"Effective Date" means the date upon which this Franchise and the rights, privileges and authority hereby granted shall take effect and be in force during the term of Franchise, as provided by law, and this Agreement

"FCC" means the Federal Communications Commission, its designee, or any successor thereto.

"Franchise Area" means all of that incorporated area within the cable franchise jurisdiction of the City of Chamblee, Georgia, including that portion located in the "Trial Area" as is more specifically described in Exhibit A, attached hereto.

"Franchising Authority" means the City of Chamblee, Georgia, or, as appropriate in the case of specific provisions of this Agreement, any board, bureau, authority, agency, commission, department of, or any other entity of or acting on behalf of, the City of Chamblee, of Georgia, or any officer, official, employee, or agent thereof, any designee of any of the foregoing, or any successor thereto.

"Gross Revenue" means all revenue, as determined in accordance with generally accepted accounting principles, including advertising revenue, which is received, directly or indirectly, by the Company, from or in connection with the distribution of any Cable Service on the System or the provision of any Cable Service related activity in connection with the System.

"Pay Service" means any Cable Service offered on a per Channel or per program basis.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

"Responsible Franchising Official" means the body, organization or official to whom the applicable rights or obligations have been delegated by the Franchising Authority pursuant to applicable law.

"Service" means any Cable Service, including any Basic Service, or any other service, including the provision of any equipment and any installation of equipment or facilities and monthly use thereof, whether originated by the Company or any other Person, which is offered to any Person in conjunction with, or distributed over, the System.

"Signal" means any transmission of radio frequency energy or of optical information.

"Streets" means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights of way.

"Subscriber" means any Person lawfully receiving any Cable Service provided by the Company by means of or in connection with the System, whether or not a fee is paid for such Service.

"Subscriber Network" means that portion of the System over which Services are provided primarily to residential Subscribers.

"System" means the Communications System which is to be constructed, leased, operated, maintained and upgraded, as necessary, by the Company pursuant to this Agreement, including, without limitation, all real property, all tangible and intangible personal property, buildings, offices, furniture, Subscriber lists, cables, amplifiers and all other electronic devices used

in connection therewith and all rights, contracts and understandings with regard to any matter related thereto.

APPENDIX B

SYSTEM CHARACTERISTICS

Section I. Description of CATV System and Ownership of Facilities

A. Description of CATV System Facilities

The cable system will be comprised in part of state-of-the-art broadband transmission facilities leased from BST. These facilities are described as a Hybrid Fiber Coax Architecture, comprised of optical trunks and feeders with coaxial feeders and distribution. Associated signal generation, regeneration, reception and control equipment are included to provision the delivery of cable services to subscribing members of the public who pay for such service. This architecture is two-way capable and designed to meet the expected cable service requirements of the persons residing within the Franchise Area. The system is capable of supporting the transport of at least seventy (70) analog channels, as well as over one hundred (100) digital broadcast and switched digital channels. The system is designed to enable the addition of analog and/or digital capacity up to the capable capacity as market and economic conditions warrant. The system shall be installed, maintained, and operated at all times in full compliance with the technical standards of the FCC and this franchise agreement.

B. Further Expansion

Company recognizes that additional channel capacity may be needed in the future to serve the needs of the City of Chamblee. Future level of service and capacity is basically dependent upon two factors namely (1) the availability of good quality programming and qualitative auxiliary services, and (2) the then existing state of technology in cable construction. Maintenance of proper channel capacity and level of service is a variable process, i.e., that which is perceived to be satisfactory today, may well be inadequate tomorrow. In any event, it shall be the policy of Company, at all times, to offer service competitive with any other cable company serving the City of Chamblee.

APPENDIX C

GENERAL REQUIREMENTS FOR WORK ON THE SYSTEM

Licenses and Permits

The Company shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, repair or upgrade the System, or any part thereof, prior to commencement of any such activity.

New Grades or Lines

If the grades or lines of any Street within the Franchise Area are changed pursuant to the lawful exercise of the jurisdiction and police power of the Franchising Authority at any time during the term of the Agreement, then the Company shall, at its own cost and expense and upon the request of the Franchising Authority, protect or promptly alter or relocate the System, or any part thereof, so as to conform with such new grades or lines. In the event that the Company refuses or neglects to so protect, alter, or relocate all or part of the System, the Franchising Authority shall have the right to break through, remove, alter, or relocate all or any part of the System without any liability to the Company and the Company shall pay to the Franchising Authority the costs incurred in connection with such breaking through, removal, alteration, or relocation.

Protect Structures

In connection with the construction, operation, maintenance, repair, upgrade, or removal of the System, the Company shall, at its own cost and expense, protect any and all existing structures belonging to the Franchising Authority and all designated landmarks. The Company shall obtain the prior approval of the Franchising Authority before altering any water main, sewerage or drainage system, or any other municipal structure in the Streets required because of the presence of the System in the Streets. Any such alteration shall be made by the Company, at its sole cost and expense, and in a manner prescribed by the Franchising Authority. The Company agrees that it shall be liable, at its own cost and expense, to replace or repair and restore to serviceable condition, in a manner as may be specified by the Franchising Authority, any Street or any municipal structure involved in the construction, operation, maintenance, repair, upgrade or removal of the System that may become disturbed or damaged as a result of any work thereon by or on behalf of the Company pursuant to the Agreement.

No Obstruction

In connection with the construction, operation, maintenance, repair, upgrade, or removal of the System, the Company shall not obstruct the Streets, subways, railways, passenger travel, river navigation, or other traffic to, from, or within the Franchise Area without the prior consent of the appropriate authorities.

Movement of Wires

The Company shall, upon prior written notice by the Franchising Authority or any Person holding a permit to move any structure, temporarily move its wires to permit the moving of said structure. The Company may impose a reasonable charge on any Person other than the Franchising Authority for any such movement of its wires.

Safety Precautions

The Company shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, watchmen, and suitable and sufficient lighting.

Moving Wires

The Franchising Authority may, at any time, in case of fire, disaster, or other emergency, as determined by the Franchising Authority, in its sole discretion, cut or move any of the wires, cables, amplifiers, appliances, or other parts of the System, in which event the Franchising Authority shall not incur any liability to the Company, any Affiliated Person or any other Person. When possible, the Company shall be consulted prior to any such cutting or movement of its wires and be given the opportunity to perform such work itself. All costs to repair or replace such wires, cables, amplifiers, appliances or other parts of the System shall be borne by the Company.

APPENDIX D

RATES, TERMS AND CONDITIONS

Company presents to the Franchising Authority its proposed services in two groupings:

- (1) Service for the INTERIM TRIAL PERIOD consisting of the first eighteen (18) months of the franchise term during which the construction, activation, and initial testing of all new plant located in the Trial Area will be completed.
- (2) Service for the POST TRIAL PERIOD, consisting of the balance of the franchise term following the INTERIM TRIAL PERIOD and completion of new plant construction, activation and initial testing of all CATV facilities located in the Franchise Area.

1. INTERIM TRIAL PERIOD Services

(a) During the INTERIM TRIAL PERIOD Company will offer the following video services over the CATV System; however, not all Services will be available at the start of the INTERIM TRIAL PERIOD and the availability of any particular service will depend on technical feasibility and availability of product. Services activation throughout the Trial Area will be phased in over a six (6) month period beginning with the Effective Date of this Agreement in accordance with the staggered activation of network service nodes, each node serving on average approximately 300 homes passed.

1) Analog service: Company's analog service will consist of up to seventy (70) channels that will be allocated over two levels of service:

a) Broadcast Basic: This level of service will include all local broadcast stations with which Company is able to obtain permission to retransmit their signal. Other stations, including all Education and Government Access Channels (Sec. II. A.), will also be carried on this level of service.

b) Expanded Basic: This level of service will contain all channels available on broadcast basic as well as a variety of popular satellite delivered programming such as news, religion, music, sports and entertainment.

2) Digital Broadcast: Company's digital broadcast offering will consist of up to one hundred sixty (160) digitally compressed channels that will allow for the delivery of multiplexed premiums, programming, enhanced pay-per-view programming and some interactive subscriber capability.

3) Switched Digital: Company's switched digital offering will consist of an assortment of interactive video services including video-on-demand and two-way video information services.

Due to the fact that Company is entering into a competitive environment, it wishes not to publicly disclose any further specific information regarding the above-mentioned services until the launch of the marketing trial. Company agrees to disclose within ten (10) days of offering commercial service to subscribers additional information regarding its' service offering requested by the Franchising Authority.

(b) Multiple Dwelling Unit (MDU) Service

During the INTERIM TRIAL PERIOD, Company shall provide cable service to any MDU property located in the Trial Area in which a minimum of twenty-five (25) percent of MDU residents are desirous of subscribing to cable services provided by Company and for which the owner of the MDU property and Company have reached agreement to provide service to the property. The Company may, at its discretion, waive this minimum threshold.

(c) Commercial Services

Company does not plan to provide cable service to Commercial locations during the INTERIM TRIAL PERIOD.

2. POST TRIAL PERIOD Services

City Right to Terminate at End of INTERIM TRIAL PERIOD

At the end of the first ten (10) months of the INTERIM TRIAL PERIOD, Franchising Authority and Company agree to re-evaluate the terms and conditions of this Franchise Agreement and to make changes to this Franchise Agreement to apply during the POST TRIAL PERIOD as may be mutually agreed upon by the Franchising Authority and the Company, consistent with the requirements of this Agreement. The parties hereto agree that such discussions shall specifically include but not be limited to a plan for a uniform multi-jurisdictional PEG Access, including associated interconnection of participating cable systems, arrangement to be supported on an equitable basis by all cable operators providing Cable Services in the multi-jurisdictional geographic area to be agreed upon by the parties. The Company specifically acknowledges that if the multi-jurisdictional PEG discussions do not lead to an arrangement that provides the Franchising Authority with a means of participating directly in a government access channel arrangement that is fully satisfactory to such Authority, then this fact alone shall constitute a sufficient basis to terminate this franchise in accordance with the above procedures.

APPENDIX E

CUSTOMER SERVICE STANDARDS

The Company ("cable operator") shall be subject to the following customer service standards. Nothing herein shall be interpreted to preclude the Company from adopting customer service standards that exceed the requirements set forth below in this Appendix E.

SECTION OFFICE HOURS AND TELEPHONE AVAILABILITY

1. Cable System Office Hours and Telephone Availability.

1.1 The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(a) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(b) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

1.2 Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

1.3 The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless and historical record of complaints indicates a clear failure to comply.

1.4 Under normal operating conditions, the customer will receive a busy signal less than 3) percent of the time.

1.5 Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located in the County in which the Franchising Authority is located.

SECTION 2 INSTALLATIONS, OUTAGE CORRECTION AND CUSTOMER SERVICE CALLS

2. Installations, Outages and Service Calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

2.1 Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from existing distribution system.

2.2 Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

2.3 The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

2.4 An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

2.5 If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

2.6 The cable operator's failure to correct outages or to make repairs within the stated time periods shall be excused in the following circumstances:

- (a) if the cable operator could not obtain access to the customer's premises; or
- (b) if the Franchising Authority, acting reasonably, agrees with the cable operator that correcting such outages or making such repairs was not reasonably possible within the allotted time period; or
- (c) conditions were beyond the control of the cable operator, including but not limited to outages and repairs necessitated by technical difficulties and instability associated with new technologies and services being tested during the INTERIM

TRIAL PERIOD.

SECTION 3. CUSTOMER COMMUNICATIONS, NOTICES AND BILLING

3. Communications Between Cable Operators and Cable Subscribers.

3.1 Notifications to subscribers.

(a) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(b) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the cable system and in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

3.2 Billing.

(a) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

3.3 Refunds. Refund checks will be issued promptly, but no later than either:

(a) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(b) The return of the equipment supplied by the cable operator if service is terminated.

3.4 Credits. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

SECTION 4 CUSTOMER COMPLAINTS

4. Complaints.

4.1 Complaints for purposes of this Agreement, "complaint" shall mean any written communication by a Subscriber or oral communication by a Subscriber reduced to writing, including to a computer form, expressing dissatisfaction with any nonprogramming aspect of the cable operator's business or operation of the System.

4.2 Referral of Complaints from the Franchising Authority to the Company.

(a) If the Franchising Authority is contacted directly about a complaint concerning the cable operator, the franchising authority shall notify the Company.

(b) Within seven (7) business days after being notified about the complaint, the Company shall issue to the Franchising Authority a report detailing the investigation thoroughly, describing the findings, explaining any corrective steps which are being taken and indicating that the Person who registered the complaint has been notified of the resolution.

4.3 Complaint Records. The cable operator shall maintain complaint records, which shall record the date a complaint is received, the name and address of the affected Subscriber, a description of the complaint, the date of the resolution, a description of the resolution and an indication of whether the resolution was appealed

SECTION 5 CREDITS

5 Grounds. As a result of the cable operator's failure to comply with these customer service standards, the cable operator shall provide to each affected Subscriber or potential Subscriber, as applicable, the following credits:

5.1 for a failure of the cable operator's crew to arrive at the Subscriber's premises within the promised period for any installation service as provided in this Appendix, a credit equal to free installation;

5.2 for a failure of the cable operator to complete installation of service within the scheduled time period provided for in this Appendix, unless otherwise excused, a credit equal to free installation;

5.3 for a "service interruption" as defined in this Appendix or for any other service problem which remains unrepaired for more than forty-eight (48) hours after either the cable operator receives from the Subscriber a request for repair service (provided that to the extent access to the Subscriber's premises is required to effect such repair, the Subscriber has granted the cable operator such access) or the cable operator learns of such problem, upon subscriber request a minimum credit in an amount equal to one thirtieth (1/30) times the total bill for Cable Services of such Subscriber for the preceding billing period, for each forty-eight (48) hour period during which such reception problem persists for at least twenty-four (24) hours;

5.4 for a failure of the cable operator's crew to arrive to correct any outage or make any repair during the stated time period, as specified in this Appendix (except where such failure is excused by this Appendix or except where such crew is no longer required due to a repair effected in a nearby portion of the System, in which case the Subscriber shall be notified by telephone that a visit to such Subscriber's residence is no longer necessary), a credit in an amount equal to the total number of days such Subscriber does not have service; and

5.5 for the improper termination of service to a Subscriber, free reconnection and a credit in an amount equal to all charges billed to such Subscriber for the period such Subscriber does not have service.

SECTION FAILURE TO COMPLY WITH THESE REQUIREMENTS

6. Material Requirements

6.1 Subject to the due process procedures set forth in Section 9 of this Agreement, the Company agrees that substantial failure to comply with any material requirement set forth in these customer service standards shall constitute a failure to comply with a material provision of this Agreement.

6.2 Liability for Contractors'/Subcontractors' Failure to Comply. If the Company fails to take reasonable steps to ensure that its contractors, subcontractors or agents abide by these customer service standards, the Company shall be liable for any breach of these customer service standards committed by its contractors, subcontractors, or agents just as if the Company itself had committed the breach.

SECTION 7 DEFINITIONS

7 Definitions.

7.1 Normal Business Hours. The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

7.2 Normal Operating Conditions. The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

7.3 Service Interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.

APPENDIX F

FRANCHISE FEE REPORT

(Please see "Franchise Fee Report Form" attached hereto.)

FRANCHISING AUTHORITY: _____
 CABLE OPERATOR: _____

SCHEDULE OF FRANCHISE FEES REPORTED
 JANUARY 1, _____ THROUGH DECEMBER 31, _____

	January 1, _____ to _____ March 31, _____	April 1, _____ to _____ June 30, _____	July 1, _____ to _____ September 30, _____	October 1, _____ to _____ December 31, _____
Number of Subscribers	_____	_____	_____	_____
Revenues/Receipts as Reported	_____	_____	_____	_____
Subscriber Revenues from Franchise Accounting Reports (basic, premium, pay-per-view, remotes, additional sets, installation, rentals, etc.)	_____	_____	_____	_____
Refunds, NSF checks	_____	_____	_____	_____
Advertising	_____	_____	_____	_____
Home Shopping	_____	_____	_____	_____
Local Origination	_____	_____	_____	_____
Other	_____	_____	_____	_____
Totals	_____	_____	_____	_____
Average Revenue per Subscriber per Month	_____	_____	_____	_____

EXHIBIT A

(Map of Trial Area attached hereto)

EXHIBIT 6

BellSouth
Telecommunications, Inc.
Suite 420
500 Northpark Town Center
1100 Abernathy Road, N.E.
Atlanta, Georgia 30328

July 5, 1996

Lin Atkinson
General Manager
Scripps Howard Cable TV Company
3425 Malone Drive
Chamblee, GA 30341

Dear Lin:

As you know, we have begun our video trial in the City of Chamblee under a cable model franchise as we are allowed under the Telecommunications Act of 1996. As we informed you in February and then in April, we are also pursuing a franchise in Dekalb County to cover the remainder of the trial area. If and when we receive a franchise from Dekalb County, we will provide video service to the entire trial area under the cable model. In that event, BellSouth will not be offering channel capacity to you or any other independent programmer, except as required of cable operators.

Because of this plan, as of July 22 the opportunity for technical testing will be concluded between your system and our network. If we decide to commence the trial in Dekalb County under the Video Dialtone rules we will be back in touch with you regarding further testing. At this point we plan to leave our equipment deactivated in your center until a final decision is made.

Please call me at 770-392-5663 if you have any questions.

Sincerely,


E. C. (Jim) Whitehead, III
Manager Marketing and Sales

EXHIBIT 7